
vs.

Respondent.

HUD NO.: 04-16-4189-8
SCHAC NO.: 11-4-15-008

CONCILIATION AGREEMENT

The Complainant alleged that Respondent Dwaine Koscielniak, Chairman of Rivertown Row Owners' Association, Inc., denied her request for reasonable accommodation to be allowed to use retractable leashes. The Complainant alleged that her name was on the August 5, 2015 HOA meeting agenda, and she tried to explain why she needed to be allowed to use the retractable leashes to accommodate her disability. The Complainant alleged that Chairman Koscielniak shouted over her and kept saying, "don't use yo-yo leashes," and slammed his hand down on the table in front of him. The Complainant alleged that she received a letter on August 22, 2015 and a \$15 fine for non-compliance with the Covenants and Restrictions of the City of Conway because she used a retractable leash that was over 7 feet and for encroaching on private property. In a letter dated September 20, 2015, the HOA rescinded the fine and the Complainant's check was returned because it was determined that the HOA could not fine her because the use of a retractable leash is not in violation of city, state, or county ordinances. The Complainant alleged that she felt threatened by Mr. Koscielniak because when she walked alone, he would sometimes ride by her on his bike, point his finger at her in a threatening manner, and say, "don't think those leashes

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are 7 feet." The Complainant reported these incidents to Conway police in order for these threats to stop. The Complainant alleged that the harassment has continued because she received an email from the HOA on September 25, 2015 regarding the dangers associated with retractable leashes. The Complainant alleged that on September 28, 2015, she sent a letter to the HOA along with a copy of a letter from her doctor explaining why the use of the retractable leash was required to accommodate her qualified disability.

The Complainant alleged that she was subjected to disparate terms and conditions because she is aware of a nondisabled homeowner that uses the same type of leash.

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable, and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

H. GENERAL PROVISIONS

- A. The terms set forth herein are contractual and not merely a recital.
- B. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of **SCHAC Case No.: H-4-15-008 and HUD Case No.: 04-16-4189-8** through the effective date of this agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events, which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC) is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of **Rivertown Row Owners' Association, Conway (Horry County), SC.**
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restricts the SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at the South Carolina Human Affairs Commission upon a determination that the Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondent agrees to comply with all Federal and State Housing Laws.
- B. Respondents agree to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondent agrees to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, handicap, familial status, or national origin.

IV. RELIEF FOR COMPLAINANT

- A. Respondent **Rivertown Row Owners Association, Conway (Horry County), SC and Dwayne Koscielniak, President**, agrees to the Complainants request for a reasonable accommodation related to her unfettered and unencumbered freedom to utilize retractable leashes which may have the ability to extend to eight (8) feet within the community or upon the property of the **Rivertown Row Owners' Association** subdivision while walking her pet canines. By entering into this agreement, it is understood by both parties that the Complainants request for this reasonable accommodation is granted solely on the basis of her medically certified physical disability.
- B. Respondents agree that there shall be no discrimination or retaliation of any kind against the Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims, which may be raised on account of the matters raised herein.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that the Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this conciliation agreement. The Commission shall determine whether the Respondent has complied with the terms of this agreement.

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- B. In the event that the Commission determines that the Respondent has not complied with the terms hereof, the Commission shall send written notice to the Respondent and the Respondent shall be given a reasonable time period to remedy such non-compliance.
- C. Complainant and Respondent agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission
Fair Housing Division
Attention: Fair Housing Director
1026 Sumter Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SCHAC and HUD case numbers, which are as follows:

SCHAC Case No.: H-4-15-008 and HUD Case No.: 04-16-4189-8

VIII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

IX. EFFECTIVE DATE


This agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.


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(Date) 2/4/2016



Dwayne Koscielniak, President, Respondent

(Date) 2/5/2016



Dwayne J. Koscielniak, M.B.A., Investigating Counsel

(Date) 02-08-2016

Approved on Behalf of the Commission



Raymond Buxton II, Commissioner
(Date) 2/8/16